



**CITY OF NEWARK
DELAWARE**

BIDDER _____

BID SECURITY _____

CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

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CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

NOTICE OF LETTING

Sealed bids for Contract No. 19-04, Furnishing Labor and Equipment for Aerial line and Underground Cable Relocation will be received in the Purchasing Office, City Municipal Building, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time, Tuesday, March 5, 2019, and will be publicly opened and read aloud in the Council Chambers shortly thereafter.

A MANDATORY Pre-Bid Meeting or Skype will be on Tuesday, February 19, 2019 at 10:00 a.m. in the City Manager's Conference Room, on the second floor of the Newark Municipal Building. Please contact 302-366-7000 x 2083 for skype information.

Copies of the contract documents may be obtained on the City's website at www.newarkde.gov.

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FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark - Contract No. 19-04, "Furnishing Labor and Equipment for Aerial Line and Underground Cable Relocation," and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time, Tuesday, March 5, 2019. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If a bid bond is submitted, the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

If the successful bidder fails or refuses to execute and deliver the contract and performance bond within fourteen (14) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as bid security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within

fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

4. TAXES

The bid price(s) shall not include federal or state taxes. If applicable, the bidder must furnish the City with the necessary tax exemption forms in triplicate upon submission of his invoice.

5. AWARDS

Following review of all bids by the City Manager and his recommendation to the Mayor and Council, awards, if any, will be made to the best responsible bidder. The Mayor and Council reserve the right to reject any or all bids and to waive minor irregularities and defects in form where the best interests of the City would be served. **The actual purchase order will be issued once the Notice to Proceed is received from DelDOT.**

6. INQUIRIES

Any inquiries regarding technical specifications should be directed to Mr. Bhadresh Patel, Director of Electric at (302)366-7000 x 2085. Questions regarding the bidding procedure should be directed to Mark Brainard, Assistant to the City Manager, at 302-366-7000.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified by the City in a written "Notice to Proceed" and to fully complete all work under this contract on or before September 30, 2019. Bidder agrees to pay \$595.00 as liquidated damages for each consecutive calendar day the contract is extended beyond said completion date.

8. APPROVAL

The contractor shall receive approval in writing from the engineer before ordering any material for work to be done under this contract.

9. LICENSING

The successful bidder shall be licensed to operate in the State of Delaware, shall be registered as a contractor in the City of Newark and shall possess all other required licenses.

10. NONCOLLUSION

Bidders are prohibited from entering into any agreement, participating in any collusion or otherwise taking any action in restraint of free competitive bidding in connection with this bid.

11. ADDENDA

Any changes to the bid documents shall be made only by written addenda issued no later than four (4) calendar days prior to the date set for bid opening. Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda.

12. EXCEPTIONS

Any and all exceptions to the specifications or other bidding requirements must be noted in the space provided on the proposal form. Any exceptions may constitute suitable grounds for rejection of the bid.

13. INCREASE AND/OR REDUCTION OF ESTIMATED QUANTITIES

The contractor's attention is directed to the fact that the quantities indicated in this contract are approximate and may be increased or decreased by the engineer. An increase or a reduction in these quantities will in no way alter the unit prices bid by or paid to the contractor.

14. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

15. FAMILIARITY WITH PROPOSED WORK

The contractor shall examine carefully the contract documents and the specifications for the work contemplated. The contractor shall not, at any time after the execution of the contract, set up any claims whatever based upon insufficient data or incorrectly assumed conditions or character of the work to be performed under this contract and shall assume all risks resulting from the change in conditions which may occur during the progress of the work.

16. WORKING HOURS

A. The normal working hours per day per state highway permit in this contract shall be **9:00 a.m. - 3:00 p.m.** Monday thru Friday. It is not contemplated that the

contractor will work on Saturdays, Sundays or holidays.

- B. In case of emergency, or in case the contractor desires to work on Saturdays, Sundays or holidays or hours in excess of the specified normal working hours on any one working day, the contractor shall request permission of the City to do so. If, in the opinion of the City, the reason for working is bona fide, the contractor will be granted permission to work such hours as may be necessary. Also, if in the opinion of the City, a bona fide emergency exists, the contractor may be directed to work such hours as may be necessary, whether the contractor requests permission to do so or not.
- C. All work will be performed within Newark City limits and no paid traveling time will be allowed from the contractor's yard to the City yard.

17. SAFETY PRECAUTIONS

The contractor shall execute this contract with the utmost concern to the safety of the general public. All areas worked upon shall be properly identified with warning indication during the working period.

18. PROTECTION TO PUBLIC PROPERTY

- A. The contractor shall insure protective measures to the general public and to the occupants of property adjacent to the work site. All work shall be executed with the utmost concern for the safety of the public.
- B. All work areas shall be properly identified with the proper warning indication.
- C. The contractor shall be strictly responsible for any and all damages or injury of every kind and description which directly or indirectly may be done to any property or sustained by any persons during the performance of the work.
- D. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

19. COMPENSATION AND LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them. The selected contractor shall be required to provide a copy of this insurance.
- B. The contractor and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against public liability, property damage and vehicular liability.

Limits of Liability Insurance:

- 1. Prime Contractors approved for hire by City Council shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$2,000,000 Each Occurrence Limit
 - \$2,000,000 Personal & Advertising Injury Limit
 - \$3,000,000 Annual Aggregate Limit
 - \$3,000,000 Products-Completed Operations Limit
 - \$1,000,000 Business Auto Liability Limit
 - \$5,000,000 Commercial Umbrella Limit

- 2. The Prime/General Contractor, Newark (owner), and all other parties required of the General Contractor, shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

- 3. Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$1,000,000 Each Occurrence Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$2,000,000 Annual Aggregate Limit
 - \$2,000,000 Products - Completed Operations Limit
 - \$1,000,000 Business Auto Liability Limit
 - \$3,000,000 Commercial Umbrella Limit

- C. A copy of the Certificate of Insurance must be provided

to the City prior to the start of any work.

20. INSPECTIONS

All inspections will be performed by the City of Newark Electric Department.

21. REMOVAL OF DEBRIS

The contractor shall be responsible for cleaning up the work site and disposing of any and all debris. The cost of this disposal shall be borne by the Contractor.

22. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

23. LIST OF SUBCONTRACTORS' CERTIFICATION

- A. Each bidder shall execute and submit with this bid, on the form provided herein, a list of subcontractors, including complete names and addresses, whose services the bidder intends to use in performing all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.
- B. Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal and State law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify his compliance with this requirement on the list of subcontractors.
- C. After the contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth on the list of subcontractors which accompanied his bid, without the written consent of the City.

24. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be the property of the City upon submittal and

will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial All to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

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AERIAL LINE AND UNDERGROUND CABLE RELOCATION

SPECIAL PROVISIONS

1. SCOPE

Relocate approximately 70 Utility poles with 34,500 volt, 3 phase, one or two 12470 volt, 3 phase and single phase 7200 volt circuits attached. Poles also have transformers, capacitor banks, secondary triplex, streetlight arms and brackets, smart meter radios, fused cutouts, single disconnects and 3 phase gang switches attached as noted on drawings which need relocation. Contractor to set 38 new utility poles and relocate all equipment. Contractor to schedule all outages on all secondary risers as needed to allow the existing underground cables to be rerouted to the new poles. Contractor to relocate all primary underground cables and reroute to risers on new poles. Contractor must schedule all primary outages as needed or request the City to de-energize any loop feeds if possible to allow for relocation. The City will provide customer information needed to schedule all secondary and primary outages. All trenches must be backfilled, tamped and seeded. The contractor shall install new LED streetlights with proper length brackets at proper mounting heights as noted on prints. Contractor must trench, backfill and install new poles and lights on McIntyre drive as noted on prints. Work to be performed on Elkton Road from Casho Mill Road to the Maryland Line in Newark, Delaware including any associated work listed on attached drawings. **All material will be supplied by the City of Newark. The contractor must supply all labor and equipment.** The contractor must pick up any new material and return any salvaged hardware to the City's Central Stores Warehouse on Phillips Avenue. It is anticipated that all underground cables will be long enough to be reconnected or re-terminated if needed at the new pole locations without splicing

2. ACCOMPANYING DRAWINGS AND SPECIFICATIONS

A. The drawings accompanying these specifications are 8 in number, for Elkton Road from Casho Mill road to the Maryland Line and 33 construction details which were prepared by the Electric Department of the City Newark, Delaware.

- B. In the case of an inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Engineer's interpretation.

3. STANDARD SPECIFICATIONS

A. LIABILITY OF CONTRACTOR

Whenever the Contractor is required by an existing State, Federal, Local or Municipal laws, ordinances, rules or regulations or by an State, Federal, Local or Municipal laws, ordinance, rules or regulations that may be enacted hereafter pertaining to the work to be done under this contract, to secure any permits or licenses to carry on any operation or operations in connection with the performance of the contract and/or to act under the direction or supervision of a City official and/or employee in connection with any such operation or operations, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and description resulting or which may result, directly or indirectly, from any such operation or operations and shall indemnify and save harmless the owner from any and all suits, actions, costs and damages of every kind and description arising or which may arise directly or indirectly from the said operation or operations.

B. INDEMNIFICATION OF THE OWNER

The Contractor shall pay, indemnify and save harmless the Owner, its agents and employees, from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the Owner may be subjected or put by reason of injury (including death) to person or property resulting from the manner or method employed by the Contractor, his agents and employees or Subcontractors, or from any neglect or default of the Contractor, his agents and employees, or Subcontractors in the performance of this contractor, or any part thereof, or from, by or on account of any act of omission of the Contractor, his agents and employees, or Subcontractors, and whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the Owner, its agents and employees, or be against, suffered or sustained by other corporations, and persons to whom the Owner, its agent and employees, may become liable therefore, and the whole, or so much of

the monies due to become due the Contractor under the contract as may be considered necessary by the Engineer may be retained by the Owner until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the Engineer.

C. PAYMENT FOR EXTRA WORK

Extra work shall be paid for at a unit price or lump sum, which amount will be agreed upon in writing by the Contractor and Engineer before such work begins.

4. PROSECUTION AND PROGRESS OF WORK

4.1 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work, amounting to not less than 60% of the total contract bid price, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the original total bid price before computing the amount of work required to be performed by the Contractor with his own organization.

If the Contractor to whom a contract is awarded proposed to subcontract any part of the work, the scope and value of the work to be done by the Subcontractor shall be outlined. The cost of the materials to be used by the Subcontractor shall be included in the value of the subcontracted work. The work of the Subcontractor shall be listed as to its value in relation to the entire contract. A subcontractor may not, in turn, subcontract a portion of the work intended to be done by that organization without written permission of the Engineer pursuant to the requirements of this section.

In the event that the Contractor utilizes the services of the employees of another contractor or subcontractor, he must receive the Engineer's approval prior to work being performed. The Contractor may be required to supply the City with information relating to such employment which may include but not be limited

to payroll information in summary form as well as a copy of each withholding statement filed with the Federal and State indicating payroll deductions.

As a precedent to payment to the Contractor for any part of the work performed by a Subcontractor or by the personnel and equipment of any other person or organization other than the Contractor, the Engineer may require the Contractor to file with the City a certified copy of the subcontract or agreement he has with such Subcontractor or other persons or organization and/or certified copy of any agreement that such Subcontractor or other person or organization has with any other person or organization for performing work under the contract.

No subcontractors, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

4.2 NOTICE TO PROCEED

After the contract has been executed, the Engineer will issue to the Contractor a "Notice to Proceed" which notice will stipulate the date on or before which the Contractor is expected to begin work. The date which will be specified in the notice will be at least fourteen (14) calendar days subsequent to the date of issuance of the "Notice to Proceed." The specified contract time shall begin on the day work actually starts or on the date stipulated in the "Notice to Proceed," whichever is earlier. No work is to be started before receipt of the "Notice to Proceed." **Please note: No work can begin until the "Notice to Proceed" is received by DelDOT.**

4.3 WORK SCHEDULE AND PROSECUTION OF WORK

The Contractor, prior to the notice to proceed, will be required to submit for the Engineer's approval his proposed work schedule in detail including proposed dates for ordering and receiving construction materials and similar items which will control the items of work. His proposed work schedule shall be based on the number of working days, calendar days, or other increments as set forth in the contract, that he expects to require in completing the project, recognizing the capabilities of his labor, equipment, arrangements for materials, and other related matters. The submission of a proposed work schedule will not entitle the Contractor to an increase in the contract time.

If the Contractor delays submission or resubmission of his work schedule, list of subcontractors (if anticipated) for approval, or list of material sources, the Engineer reserves the right to issue the notice to proceed (or serve notice) so that working days will commence after fourteen (14) days. Such a notice will contain a warning that required submissions must be made and approved before work may begin.

The accumulative number of working days shall be reviewed, verified, and signed by the Contractors representative, and the Engineer's Inspector, at the end of each two week period; the accumulative working days also will be shown on the Contractor's estimates for partial and final payments. The Contractor's signature on the estimates will indicate that he is in agreement with the accumulative working days shown thereon.

The Contractor shall start construction operations on that part of the project designated by the Engineer, or set forth in the work schedule and the work shall be conducted in such manner and with sufficient materials, equipment, and labor as are considered necessary to insure its completion in accordance with the plans and specifications as interpreted by the Engineer, within the time set forth in the proposal. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

4.4 LIMITATION OF OPERATIONS

The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic. He shall have due regard to the location of detours and to the provisions for handling traffic. He shall not open up work to the prejudice or detriment of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections.

4.5 LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State, Local and Municipal Laws, ordinances, rules and regulations in any manner affecting the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save

harmless the Owner and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree, whether such violations be by the Contractor or any Subcontractor or any of their agents and/or employees.

4.6 PUBLIC CONVENIENCE AND SAFETY

In carrying on the work, the Contractor shall interfere as little as possible with traffic. The Contractor shall provide and maintain ingress and egress for all residences and places of business located along the construction route. So far as practicable, materials stored upon the highway shall be placed so as to cause as little obstruction to the traveling public as possible. If, as determined by the Engineer, it is necessary to keep the road or a portion of it open to travel during the construction thereof, the Contractor shall so carry on the work and provide such means that travel will not be obstructed or endangered. The Contractor shall provide and maintain in an acceptable condition such temporary roadways and bridges as may be necessary to accommodate the traffic using or diverted from the roadway under construction, and shall provide and maintain in a safe condition temporary approaches to and crossing of intersecting highways. Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant. All footways, gutters, sewers, inlets, and portions of highways adjoining the roadways under construction shall not be obstructed more than is absolutely necessary. Work closed down for the winter and at all times shall be left entirely accessible at all points to fire apparatus. The Contractor shall not disturb the surface of an existing road farther in advance of the new construction than can be completed in a reasonable length of time as determined by the Engineer.

4.7 BARRICADES AND WARNING SIGNS

The Contractor shall provide and maintain all traffic control devices that furnish information, protection and safety to the traveling public and such other traffic control devices as are deemed necessary by the Engineer. The use and application of all traffic control devices shall meet the standards as given in the Manual on Delaware Traffic Controls for Street and Highway Construction, Maintenance, Utility and Emergency Operations.

4.8 MAINTENANCE OF TRAFFIC

When the contract provides for the maintenance of traffic, the road while undergoing improvements shall be kept open to all traffic by the Contractor. Where so provided on the plans or in the Special Provisions, the Contractor may by-pass traffic over an approved detour route. The Contractor shall keep the portion of the road being used by public traffic in such condition that traffic will be adequately accommodated. He shall also provide and maintain in a safe condition temporary approaches to crossings, intersections, roads, streets, businesses, parking lots, residences, garages and farm; snow removal will be required of the Contractor.

In addition to the provisions required under Section 4.6 and 4.7 of these Specifications, the Contractor shall also comply with the Manual on Uniform Traffic Controls for Street and Highway Construction, Maintenance, Utility and Emergency Operations.

This manual may be obtained from the Delaware Department of Transportation, Dover, Delaware.

4.9 RESPONSIBILITY FOR DAMAGE CLAIMS

The contractor shall indemnify and save harmless the City, its officers and employees, from all suits, actions, or claims, of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of any unacceptable materials in constructing the work or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of his contract as may be considered necessary by the City for such purpose may be retained for the use of the City or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the City; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately

protected by public liability and property damage insurance.

4.10 PERSONAL LIABILITY OF PUBLIC OFFICIALS

The City, Director, Engineer or their authorized agents shall incur no personal liability as a result of carrying out any of the provisions of the contract, as the result of exercising any power or authority granted to them thereby, or as the result of any act by the Contractor. In such matters they act as the agents and representatives of the City.

4.11 NO WAIVER OF LEGAL RIGHTS

The City shall not be estopped by estimate or certificate made or given by the Engineer or his agents either before or after the final completion and acceptance of the work and payment therefore from showing the true and correct amount, quality, and character of the work done and materials furnished by the Contractor or any other person under this agreement or from showing at any time that any such estimate or certificate is untrue and incorrect, or improperly made in any particular or that the work or materials, or any part thereof, do not in fact conform to the contract; and the City shall not be estopped, notwithstanding any such estimate or certificate and payment in accordance therewith, from demanding and recovering from the Contractor and Surety such damages as it may sustain by reason of his failure to comply with the terms of the contract.

4.12 AUTHORITY OF THE ENGINEER

All work shall be done under the supervision of the Engineer and performed to his satisfaction. He shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; all disputes and mutual rights between contractors; and all questions as to compensation. The Engineer will have the authority to suspend the work, wholly or in part, due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable

weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

4.13 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Electric Department are authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications. He shall call the attention of the Contractor to any failure of the work or materials to conform to the specifications and the contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. Such inspection will not relieve the Contractor from his obligation to perform the work in accordance with the requirements of the plans, specifications and contract.

The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the contract.

If the Contractor refuses to suspend operations on oral order, a written order giving the reason for shutting down the work shall be issued. After placing the order in the hands of the Contractor's representatives in charge, the inspector shall immediately leave the job. Work done during the absence of the inspector will not be accepted or paid for.

4.14 CLEANING UP

The Contractor shall, at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates.

Upon failure of the Contractor to keep the sites of his operations clean to the satisfaction of the Engineer, the Owner may, upon twenty-four (24) hours notice to the Contractor, remove any rubbish, materials, earth, etc., which the Engineer may deem necessary charging the costs thereof to the Contractor and may deduct the amount from any money that may be due him. On or before the completion of the work the Contractor shall,

without charge therefor, tear down and remove all his buildings and temporary structures built by him, shall remove all rubbish of all kinds from any grounds which he has occupied, and shall leave the site of the work in a clean and neat condition.

4.15 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or perform many or all provisions of the contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent destruction, damage, or deterioration of the work performed, provide suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary. The Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather or other unfavorable conditions, nor permission by the Engineer to continue work during bad weather or other unfavorable conditions, shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

4.16 ANNULMENT OF CONTRACT

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient skilled workmen and proper equipment and/or with sufficient proper materials and insure the prompt completion of said work, except in case for which an extension of time is provided, or shall perform the work unsuitably or neglect or refuse to promptly remove materials or again promptly perform such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or shall fail to make prompt payment to all Subcontractors and/or material men for material and/or

labor supplied, or shall persistently disregard any State, Federal, Local or Municipal laws, ordinances, rules and regulations pertaining to the work, or shall disregard the instructions of the Engineer, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing, mailed to the Contractor and/or his Surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of three (3) days after such written notice is mailed, shall not proceed in accordance therewith, then the Owner shall upon written certificate from the Engineer of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without prejudice to any of its other rights or remedies and without violating the contract, to terminate the employment of the Contractor and to take the prosecution of work out of the hands of said Contractor, and to take possession of the premises and to appropriate or use any or all materials, appliances and equipment on the premises, and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in its opinion, shall be deemed expedient and necessary for the completion of said contract in accordance with the plans and specifications. In the event of any of the aforementioned circumstances arising at any time or times, the Owner shall have the right to withhold, without the payment of interest, any such sums of money due or to become due the Contractor until the interests of the Owner have been fully protected to the satisfaction of the Engineer. All costs and expenses incurred by the Owner, together with the costs of completing the work under the contract including the costs of additional managerial and administrative services if any, shall be deducted from any monies due or which may become due said Contractor.

In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the contract, the Contractor and/or Surety shall be liable therefor, and shall pay the amount of the difference to the Owner within ten (10) days after written notice mailed to the Contractor and/or Surety.

The expense, loss or damage including the cost of additional managerial and administrative services, if any, incurred by the Owner through the Contractor's

default shall be certified by the Engineer, and such certifications shall be conclusive and recognized and accepted as the correct amount of the loss sustained by the Owner by any and all parties concerned.

4.17 EXTENSION OF TIME

If the Contractor finds that it will be impossible for him to complete the work on or before the time allowed by the contract, he shall, prior to the termination of such time, submit a written request to the Engineer for an extension of time for completion of the contract. He shall set forth fully therein the reasons which he considers would justify the Engineer in granting his request, and if requested by the Engineer shall submit a revised detailed work schedule which will show that the remaining work shall be completed on or before the requested extended completion date. If the Engineer finds that the work was delayed on account of unusual conditions beyond the control of the contractor, or that the quantities of work done or to be done are sufficiently in excess of the estimated quantities to warrant additional time, he will, with or without notice to the Surety, grant an extension of time for completion in such amounts as appears to him to be reasonable and proper. This new completion time shall thereafter be as binding upon the Contractor and Surety as if it appeared in the contract originally.

If any delay is caused to the Contractor by specific orders of the Engineer to stop work except as provided in Subsection 4.13 or by failure of the Engineer to provide necessary instruction for carrying on the work, such delay will entitle the Contractor to an equivalent extension of time and the equivalent suspension of the liquidated damage charge.

When the satisfactory execution and completion of the contract requires more work or materials in greater amounts than set forth in the contract and such work can be shown to effect the contractor's schedule of progress, the Contractor shall be entitled to an extension of time. When the Contractor is delayed by conditions beyond his control, the contract time shall be extended equal to the number of days he has been delayed.

4.18 PARTIAL PAYMENT

The Engineer shall once in each month make an estimate, in writing, of the total amount of work done on the contract and the value thereof to the date of such

estimate, after receiving an invoice or request for payment of work completed by the Contractor on the contract.

From the total of the amount so ascertained will be deducted an amount equivalent to five (5) per centum of the whole to be retained by the Owner until after the completion of the entire contract, in an acceptable manner, and the balance or a sum equivalent to ninety-five (95) per centum of the whole, shall be paid to the Contractor by the Owner. The total amount deducted shall be retained until final completion of all work covered by the contract.

A schedule of values of the various parts of the work to be done under lump sum items, shall be agreed upon by the Contractor and the Engineer, and such schedule shall be the basis for determining the amount allowed the Contractor on account of such lump sum items, on partial estimates or payments under the contract.

Payment on estimates, except final estimates, shall not exceed those shown on the proposal except those authorized in extra work orders. No such estimates or payments shall be required to be made when in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of this contract, or when in his judgment the total value of the work done since the last estimate amounts to less than \$3,000 dollars. The Engineer, if he deems expedient to do so, may cause estimates to be made more frequently than one in each month and payments thereon to be made more frequently.

When approved by the Engineer, partial estimates may include the values of tested and acceptable materials of a nonperishable or non-contaminative nature which have been produced or furnished for incorporation as a permanent part of work yet to be completed, provided acceptable provisions have been made for storage. Any allowance made for materials on hand will not exceed the delivered cost of the material as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place. No partial payment will be made on living plant materials until planted.

Whenever liquidated damages are assessable, such damages shall be deducted from the monthly and final estimate. The payment of any current or final estimate or of any retained percentage shall in no way affect the obligation of the Contractor to repair or renew any

defective parts of the construction and to be responsible for all damage due to such defects.

If, at any time, there is evidence of any lien or claim which, if established, the City might become liable, and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or to become due an amount sufficient to completely indemnify the City against such lien or the Contractor shall refund to the City all monies that the City may be compelled to pay in discharging any lien made obligatory in consequence of the Contractor's neglect or default.

4.19 CONDITIONAL ACCEPTANCE

Whenever, in the opinion of the Engineer, the Contractor has completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer shall make an inspection of the entire work, and upon completion of all repairs or renewals which may appear at the time to be necessary, in the judgment of the Engineer, he shall certify to the Owner in writing as to said completion, and as to the value thereof. The aforesaid certificate shall be held and taken to evidence the conditional acceptance to the entire work by the Owner as of the date thereof. Notwithstanding the issuance of such certificate and the entire work thereunder, the Owner shall continue to reserve and retain the aforesaid then five (5) per centum of the whole value of the work as shown by the said certificate of conditional acceptance, over and above any and all other reservations and/or deductions which the Owner is, by the terms of the Contract Documents or otherwise, entitled or required to make and retain, and shall hold the said five (5) per centum for a period of three (3) months from and after the date of such certificate of conditional acceptance, and the City shall be authorized to apply the whole or any part of said five (5) per centum so retained to any and all costs of repairs and renewals of the work and appurtenances which may become necessary, in the judgment of the Engineer, during such period of three (3) months on account of any failure or defects in said work and appurtenances, due to improper work done or materials furnished by the Contractor, if the Contractor shall fail to make such repairs or renewals within twenty-four (24) hours after receiving notice from the Owner to do so.

4.20 ACCEPTANCE AND FINAL PAYMENT

Upon the expiration of the aforesaid three (3) months period from and after the date of the conditional acceptance of the work, the Engineer shall make a final inspection of the entire work, and, upon completion of all repairs or renewals which may appear at that time to be necessary in the judgment of the Engineer, he shall certify to the Owner in writing as to the final acceptance of the entire project. The Owner, upon receipt and approval of said certificate, shall pay, or cause to be paid, to the said Contractor, the whole amount of money then due the said Contractor, under the contract, except such sums which have already been paid and except such sum or sums as may have been expended by the Owner under the provisions of the Contract Documents and less any other deductions the Owner may be otherwise entitled to make.

The last mentioned certificate issued by the Engineer shall be deemed and accepted by all parties thereto as evidencing the final completion and acceptance of the entire project, and the payment made by the Owner to the Contractor pursuant to the issuance of said certificate of final completion and acceptance shall be deemed to be and accepted by all of the parties hereto as the final payment to be made by the Owner to the Contractor, all prior certificates or estimates upon which payments may have been made being partial estimates and subject to correction in said final payment.

The acceptance by the Contractor of the last payment, as aforesaid shall operate as and shall be a release to the City of Newark, Electric Department and his agents from all claims or liability under this contract, or for anything done or furnished or relating to the work under this contract, or for any act or neglect of the City of Newark, Electric Department, the Director, or his agents relating to or connected with the contract.

4.21 NO LIMITATION OF LIABILITY

It is understood and agreed that any and all of the duties, liabilities, and/or obligations imposed upon or assumed by the Contractor and the Surety, or either of them, by or under the Contract Documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability or obligation imposed upon or assumed by the Contractor and/or the Surety under the Contract Documents shall not be taken

or construed as a limitation or restriction upon any or all of the other duties, liabilities, and/or obligations imposed under or assumed by the Contractor and/or the Surety by or under the Contract Documents.

4.22 REMEDIES CUMULATIVE

All remedies provided in the Contract Documents shall be taken and construed to be cumulative; that is, in addition to any and all other remedies provided therein and to any remedies in law or equity which the City would have in any case.

4.23 LEGAL ADDRESS

The address given in the bid or proposal is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Engineer. The delivery at such legal address or the depositing in any post office, on a postcard, registered wrapper directed to the above mentioned address of any notice, letter or other communication to the Contractor, shall be and shall be deemed to be a legal and sufficient service thereof upon the Contractor. The delivering at or the mailing the Contractor's business address (written notice of which address shall be given to the Engineer), or the delivering to the Contractor in person or to his authorized representative, of any notice, letter or other communication shall also be and shall be deemed to be legal and sufficient service thereof upon the Contractor.

4.24 CONTRACTOR'S EXPENSE

All things required by the Contract Documents to be done, furnished and/or installed shall be done by the Contractor at his entire cost and expense, unless otherwise provided therein.

4.25 NIGHT WORK

No night work between the hours of sundown and sunrise shall be permitted except with the written permission of the Engineer.

4.26 STRIKES

The Contractor shall adjust all strikes, or other labor troubles, and no allowance will be made for such delays in the time limit herein named.

4.27 CONDUCT AND COORDINATION OF WORK

The Contractor shall make all necessary arrangements and so conduct the work that all parts of the same will be carried on simultaneously and harmoniously and so that the work of installing the various sections or items of the same shall not interfere with, or retard the progress of other work.

If it becomes necessary, at any time during the progress of the work, to move materials and/or equipment which have been temporarily located or stored, the Contractor shall move them, or cause them to be moved, at his expense. Care shall be taken that floors are not overloaded at any time.

The Contractor shall furnish all required information to insure continuity between various sections of the work and to avoid delay and to obviate defects on any part of the whole work, all as approved by the Engineer.

Any damage caused by the handling or installation of materials or equipment, or the carrying out of any portions of the work, must also be made good by the Contractor to the satisfaction of the Engineer.

The Contractor shall compare all of the various drawings and shall install the work so as to provide for all clearances and finish indicated thereon. Work under each trade, etc., shall be arranged to clear piping, equipment, etc. of all other trades.

The Contractor shall inform himself fully regarding any peculiarities and limitations of the space available for the installation of the material. He shall see that all equipment, such as valves, or any other appliances necessary to be reached from time to time for operation and maintenance are made easily accessible and, if required, shall set them in walls or grounds in small iron boxes with wood or metal covers.

The construction of the work may develop conditions that render impracticable the location of equipment as shown or noted. In such cases, before installing his work, the Contractor shall call the condition to the attention of the Engineer and set the equipment as the latter may direct.

4.28 CONSTRUCTION WITHIN STATE HIGHWAY DEPARTMENT RIGHT-OF-WAYS

The City will obtain the necessary permit for the performance of work under this contract within rights-of-way of the Delaware State Highway Department. The Contractor shall perform all operations in full compliance with all requirements of the State Highway Department without additional compensation over the price bid for the work.

It is hereby agreed by both parties involved in the granting of this Franchise or (Permit) that actual construction within the bounds of the highways or streets under the jurisdiction of the State Highway Department, shall be in accordance with the following construction requirements, as well as in accordance with those requirements regularly found in each Franchise or (Permit) granted.

The construction shall be subject at all times to inspection by an authorized representative of the Chief Engineer of the State Highway Department assigned to inspect any feature of material or work entering into the contract.

The construction shall interfere as little as possible with traffic and the residents along the road or street shall be provided with the necessary access to their properties. The Police Department shall be notified prior to any proposed street or road closing.

Necessary barricades, suitable and sufficient red lights, danger signals and signs shall be provided for the protection of the existing property and the safety of the public.

When it is necessary to open a trench through an existing roadway, shoulder, gutter, curb, sidewalk, or any other existing facility, the materials used in the replacement shall be similar to those as removed or materials approved by the Chief Engineer. Further, the design of the mix and construction methods used in the replacements shall also be approved by the Chief Engineer.

Unless otherwise specifically approved in writing by the Chief Engineer, all trenches shall be opened from the surface of the existing facility to the elevation necessary for the pipe installation.

The material excavated from the trench shall be approved by the Chief Engineer before it is used as backfill. Should the excavated material be unsatisfactory for use as backfill, because of its poor soil characteristics or its high-water content, acceptable material shall be provided and placed as directed.

The material placed as backfill shall be well compacted around and to a height of one (1) foot above the pipe, after which layers not exceeding six (6) inches loose measurement, shall be placed and compacted by mechanical tampers to a density equal to that of the adjacent original material.

When the construction has been completed, all existing roadway, shoulder, gutter, curb, sidewalk or other facility disturbed by such construction shall also be replaced in a manner satisfactory to the Highway Department.

When open cuts are made in any hard-surfaced roadway, the material replaced will be under the Delaware State Highway Department Specifications and supervision as stated in the requirements of the State Highway Department under General Information.

4.29 FAILURE TO COMPLETE WORK ON TIME

Permitting the Contractor to continue and finish the work or any part of it after the time established in the contract for its completion or after the date to which the time for completion may have been extended shall not operate as a waiver by the City of any of its rights under this contract and shall not relieve the Surety from its obligations.

4.30 DEFAULT AND TERMINATION OF CONTRACT

If the Contractor fails to begin the work under the contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall fail to resume within a reasonable time after notice to do so, work which has been discontinued, or if the contractor shall become insolvent or be declared

bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of 10 days, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever, shall not carry on the work in an acceptable manner, the Engineer shall give notice in writing to the Contractor and his Surety of such delay, neglect, or default.

If the Contractor or Surety, within a period of 10 days after such notice, shall not proceed in accordance therewith, then the Electric Department shall, upon written notification from the Electric Department of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the said Contractor. The City may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the Engineer shall be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the City, together with the cost of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the City shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of such excess.

4.31 TERMINATION CLAUSE - NATIONAL EMERGENCY

The City shall, by written notice, terminate the contract or any portion thereof after determining that the reasons beyond either City or Contractor control, he is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President of the United States relating to prosecution of war, national defense, or national emergency; and restraining orders or injunctions obtained by third-

party citizen action resulting from national and local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contract, or any portion thereof, are terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not stated. No claim for loss or anticipated profits shall be considered.

Reimbursement for organization of the work (when not otherwise included in the contract) and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract or a portion thereof shall not relieve the Contractor of his responsibilities for the completed work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the work performed.

4.32 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

A contract will be considered complete when all work has been completed according to plans and specifications, final inspection made, the work accepted by the Engineer, and all of the obligations of the Contractor have been complied with.

The Contractor will then be released from further obligation except as set forth in the contract bond.

4.33 SUBMISSION OF QUALIFICATIONS

Prior to the award of this contract, the low Bidder shall submit to the Electric Department Director for

approval a list of the equipment that he intends to use in the prosecution of this contract. Also, he shall indicate by name the supervisory personnel that he intends to use on this contract.

In the event that the above information is not approved by the Electric Department Director, the Mayor and Council reserve the right to award the contract to the next lowest Bidder, or to reject all proposals, as may best serve the interests of the City of Newark.

4.34 LOCATION OF EXISTING UTILITIES

The Contractor's attention is directed to the fact that the locations of the existing utilities as shown on the contract drawings are only approximate and it shall be the Contractor's responsibility to locate these utilities by test pits in advance of actual construction operations in the vicinity of utilities.

The Contractor shall not begin any construction around or adjacent to utilities without notifying their owners at least two (2) working days, but not more than ten (10) working days in advance, as required by Chapter 8, Title 26, of the Delaware Code.

The failure to show on the contract drawings any existing utilities shall not relieve the contractor of his responsibility of determining the location of these utilities and any damage to the utilities or interruption of services shall be repaired at the Contractor's expense, according to City Specifications. The City shall be notified of any damage to any utilities.

It is understood and agreed that the Contractor has considered in his bid all the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them, except the Contractor may be granted an equitable extension of time.

The relocation of any existing utilities which will interfere with the proposed construction may also be in operation simultaneously with the work to be performed under this contract. The Electric Department will make every effort to arrange for utility relocation work in advance of the time or times the Contractor will

require the use of the areas in which the utilities to be relocated are presently allocated. However, the Electric Department does not guarantee that all such work will be completed in the sequence, or within the periods, most convenient to the Contractor.

4.35 MAINTENANCE OF TRAFFIC

It shall be the Contractor's responsibility to maintain open lanes of traffic at all times within the work area and to provide and maintain, in a safe condition, any temporary approaches to crossings, intersections, roads, streets, businesses, parking lots, residences, driveways and garages.

No lane closure or road closing will be permitted unless authorized by the Engineer. The Newark Police Department and the New Castle County Fire Board shall be notified prior to any proposed street or road closing.

Every precaution must be taken to protect the general public while the work is in progress.

Work shall be completed with as little delay to traffic and the general public as possible.

The Contractor shall also comply with the Manual on Delaware Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Emergency Operations.

4.36 SCOPE OF PAYMENT

The Contractor shall accept the compensation as herein provided as full payment for furnishing all materials, labor, tools, equipment necessary to complete the work, and for performing all work contemplated and embraced by the contract.

This compensation shall also include all loss or damage arising from the nature of the work, action of the elements, unforeseen difficulties which may be encountered during the prosecution of the work, and for all expense incurred in consequence of the suspension or discontinuance of the work under the contract.

The Contractor shall promptly make payments to all persons supplying labor and materials for the execution of the contract. The Engineer may require satisfactory evidence (release of liens) to that effect before the payment of any estimate, and such evidence must be

presented before the final acceptance and payment.

4.37 SPECIAL PROVISIONS

Special Provisions are specific clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate of quantities, but not sufficiently covered by the Standard Specifications. Should any special provisions or requirements conflict with these Standard Specifications, the Special Provisions shall govern.

4.38 SEQUENCE OF CONSTRUCTION

The Contractor shall complete this contract according to a particular sequence of construction if directed by the Engineer. This sequence shall be followed by the Contractor at no additional compensation over the unit prices and lump sum prices bid for the work.

Prior to the start of construction, and at a time to be specified by the Owner, a preconstruction conference shall be called by the Owner. This conference shall be attended by representatives of the Owner, the Architect/Engineer, the Contractor, and each Subcontractor, as appropriate. The purpose of this conference is to discuss the labor standard provisions and other requirements of the contract, and to clarify for the Contractor and Subcontractors the methods by which they must implement such provisions and comply with such requirements. At this conference, the Contractor will present his construction schedule.

4.39 QUANTITIES AND WORK CHANGES

The Contractor's attention is directed to the fact that quantities where indicated are approximate and may be increased or decreased by the Engineer. Further, the City reserves the right to increase or delete any portion of the work presented in the Contract, should it so determine. This increase or decrease of some quantities will in no way alter the unit prices bid.

5. INTENT OF PLANS AND SPECIFICATIONS

- A. The plans which accompany the specifications, if any, are herein designated contract plans are for the purpose of illustrating the general character and extent of the work and are subject to such modifications as may be found necessary or advisable, either before or during the execution of the work, and

the contractor shall conform to and abide by whatever supplementary plans and explanations which may be furnished by the City of Newark for the purpose of illustrating the work in more detail.

- B. All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications shall be executed and furnished by the contractor as if described in both ways. Should any incidental work or material be required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the contractor is to understand the same to be implied as required and shall perform all such work and furnish all such material as fully as if they were particularly delineated or described.

6. EXAMINATION OF SITE, DRAWINGS, ETC.

Before submitting proposals, bidders shall inform themselves fully of the nature of the work by a personal examination of the site, the drawings and specifications, and by such other means as they may prefer to consider necessary, as to matters, conditions and considerations bearing or in any way affecting the preparation of their proposals and the contract. They shall not, at any time after submission of the proposal, dispute the accuracy of such drawings or the specifications and the general conditions nor assert that there is any misunderstanding in regard to the location, extent or nature of the work to be performed.

7. STARTING DATE AND SEQUENCE OF CONSTRUCTION

The starting date of this contract will be as specified by the City in a written "Notice to Proceed." **A Mandatory Pre-Bid meeting or Skype will be on Tuesday, February 19, 2019 at 10:00 a.m. in the City Manager's Conference Room on the second floor of the Newark Municipal Building.** The final decision as to sequence of construction shall be that of the engineer. There shall be no additional compensation for the Pre-Bid meeting.

8. SUPERVISION OF WORK

A. The contractor shall generally supervise the work and shall secure full cooperation of all subcontractors, if any, to complete the work with a minimum of interference with the operating personnel of the City of Newark.

B. A City approved Construction Management firm shall have

personnel onsite to assist the contractor during construction. The contractor shall obtain pricing from the Construction Management firm and add the pricing to the bid. The contractor shall obtain pricing from the authorized firm and submit the cost with the bid in the proposal form.

9. WORKING FORCE

A. The contractor shall, at all times, enforce strict discipline and good order among his employees, and will not employ on the job any unfit person or anyone not skilled in the work assigned to him.

B. The contractor shall employ only such foremen, superintendents and workmen as are careful and competent, and the City of Newark may demand the dismissal of any person employed by the contractor who shall be guilty of misconduct or who neglects or refuses to comply with the directions given, and such person shall not again be employed at the site of this contract without express written consent of the City. Failure of the contractor to comply with these provisions shall be sufficient reason for the City of Newark to withhold all estimated payments which are or may become due, or its representatives may suspend the work until compliance with such orders is affected.

10. INSPECTION OF MATERIAL AND WORK

A. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.

B. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the engineer, the material shall be replaced and the work shall be done again immediately to the satisfaction and approval of the engineer at the cost and expense of the contractor. Should the work thus exposed prove satisfactory, the cost of exposing and restoring same shall be at the expense of the City of Newark, but if it should prove to be unsatisfactory, all costs shall be at the expense of the contractor.

C. Any omission or failure on the part of the City of Newark or its inspectors to disapprove or reject any

defective work or materials shall not be construed to be acceptance of any defective work or material.

- D. Should the engineer not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the engineer shall have the power to make an equitable deduction from the stipulated price.

11. SAFETY PRECAUTIONS

The contractor shall execute this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair material as the case may be. No private driveway shall be blocked or closed without the property owner or resident being notified prior to construction.

12. RIGHT-OF-WAY

All operations shall be confined to the assigned area. The City will provide no right-of-way over other properties. It shall be the contractor's responsibility to obtain permission from any neighboring property owner if the contractor finds it necessary to enter upon or use private property in any manner in the execution of the work. The contractor shall take every possible precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roadways shall not be obstructed in such a way as to cut off traffic unless authorized by the engineer. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

13. EXCAVATED MATERIAL

It shall be the responsibility of the contractor to dispose of all excavated material which in the opinion of the engineer is unsatisfactory for backfill or fill. The cost of this disposal shall be borne by the contractor.

14. SALVAGEABLE MATERIAL

All salvageable items and material designated by the engineer, shall be removed to City property, and returned to our warehouse location, if directed by the engineer.

15. RESTORATION OF DISTURBED SURFACES

Upon completion of work, all related work pertaining to lawns, shrubbery, driveways, mailboxes, and slopes which have been disturbed shall be restored to their original condition, including topsoiling and seeding at the contractor's expense.

16. LOCATION OF UTILITIES

- A. It will be the responsibility of the contractor to call "Miss Utility" at #811, before any excavation work begins for the marking of the location of existing utilities.
- B. Any damage done to existing utility lines, services, poles and structures shall be repaired or replaced by the contractor at his own expense.

17. SUPERVISION OF THE ENGINEER OR AUTHORIZED AGENT

The work is to be carried out under the supervision of the engineer and to his entire satisfaction. The work and materials shall be strictly of the best quality of the kinds specified herein, and should any work or materials other than those specified or shown be introduced into the construction of the work, the engineer, or his authorized agent, shall have full power to reject them and they shall be removed from the premises within three (3) days by the contractor after being notified to do so.

18. AUTHORITY OF THE ENGINEER

The engineer shall in all cases, determine the amount of quantity, quality and acceptability of the work and materials which are to be paid for under this contract; shall decide all questions in relation to said work and performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the contract or to the obligations of the contractor thereunder.

19. CLEANING UP

- A. The contractor shall at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates.
- B. Upon failure of the contractor to keep the site of his operations clean to the satisfaction of the engineer, the City may upon twenty-four (24) hours notice to the contractor, remove any rubbish, materials, earth, etc., which the engineer may deem necessary, charging the cost thereof to the contractor and may deduct the

amount from any monies that may be due him.

20. MAINTENANCE OF TRAFFIC

- A. The contractor must provide for the maintenance of traffic. The road, while undergoing power line construction improvements, shall be kept open to all traffic by the contractor unless otherwise directed by the City. The contractor shall keep the portion of the road being used by public traffic in such condition that traffic will be adequately accommodated. He shall also provide and maintain in a safe condition temporary roadways and approaches to crossings, intersections, roads, streets, businesses, parking lots, residences, garages, etc.
- B. So far as practicable, materials stored upon the roadway shall be placed so as to cause as little obstruction to the traveling public as possible. Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. The contractor shall not disturb the surface of an existing road farther in advance of the new construction than can be completed in a reasonable length of time as determined by the engineer. The contractor shall provide and maintain properly illuminated signs and barricades for the information, protection, and safety of the traveling public, conforming to DelDOT's Manual on Traffic Controls for Streets and Highway Construction.

CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

TECHNICAL SPECIFICATIONS

1. SCOPE

The scope of work covers relocation of Utility poles on Elkton Road from Casho Mill road to the Maryland Line. The contractor shall provide all labor and equipment necessary to complete the work specified. All work shall comply with all City requirements. All material will be supplied by the city of Newark. The contractor must pick up any new material and return any salvage hardware to the City's central stores warehouse on Phillips Avenue. The contractor must coordinate all work with other utilities including but not limited to DPL, Verizon and Comcast

2. FURNISHING OF SERVICES

The amount of work to be done under this contract shall be authorized by the City. The actual scheduling of work shall be mutually determined by the City and the contractor.

The commencement of this contract shall be considered an important factor in the evaluation of bids and may influence the award of the contract. The attention of bidders is therefore directed to that section of the Proposal form in which they have been asked to indicate the earliest date that they can commence work, if awarded the contract.

3. DESCRIPTION OF WORK

Relocate approximately 38 City owned utility poles and rearrange or transfer to 32 other utility poles with 34,500 volt, 3 phase, one or two 12470 volt, 3 phase and single phase 7200 volt circuits attached. Poles also have transformers, capacitor banks, secondary triplex, streetlight arms and brackets, smart meter radios, fused cutouts, single disconnects and 3 phase gang switches attached as noted on drawings which need relocation. Contractor to set 38 new utility poles and relocate all equipment. Contractor to schedule all outages on all secondary risers as needed to

allow the existing underground cables to be rerouted to the new poles. Contractor to relocate all primary underground cables and reroute to risers on new poles. Contractor must schedule all primary outages as needed or request the City to de-energize any loop feeds if possible to allow for relocation. The City will provide customer information needed to schedule all secondary and primary outages. All trenches must be backfilled, tamped and seeded. The contractor shall install new LED streetlights with proper length brackets at proper mounting heights as noted on prints. Contractor must trench, backfill and install new poles and lights on McIntyre drive as noted on prints. Work to be performed on Elkton Road from Casho Mill Road to the Maryland Line in Newark, Delaware including any associated work listed on attached drawings. **All material will be supplied by the City of Newark. The contractor must supply all labor and equipment.** The contractor must pick up any new material and return any salvaged hardware to the City's Central Stores Warehouse on Phillips Avenue. It is anticipated that all underground cables will be long enough to be reconnected or re-terminated if needed at the new pole locations without splicing. It will be required at times for the contractor to work live 12.47 kV using rubber gloves and other safety equipment.

Any 34.5kV lines on poles to be replaced will be de-energized by the City and grounded. Any work being performed on live lines will require HRC 2 (level 2) clothing with an arc rating greater than 8 cal/cm squared.

The contractor shall install all the materials and incidentals necessary for completion of the work. The contractor shall furnish all the equipment and labor for the satisfactory and safe operation of 12 kV and 34 kV line work including all needed temporary jumpers. The contractor must schedule all electrical shutdowns with customers if needed.

The contractor may be required to remove the existing poles, lines, cables, fixtures, appurtenances, hardware and all other materials on abandoned lines and deliver these materials to the Newark Electrical Department's Central Stores on Phillips Avenue.

All work shall comply with the latest edition of the National Electric Safety Code. The contractor shall coordinate all installation activities with the City of Newark's Electrical Director.

This is a State Highway project and all rules and regulations required by DELDOT shall be adhered to.

The work shall be done on Elkton Road from Casho Mill Road to the Maryland line.

4. WORKING CONDITIONS

During the installation of new conductors, it may be necessary to maintain service on existing primary lines. The contractor will be required to supply all rubber protective equipment for live line work.

- a. Care must be exercised working in vicinity of existing energized high voltage primary lines.
- b. Prior to working on energized conductors, permission shall first be obtained from City of Newark's Electrical Director.
- c. The contractor shall provide line trucks, aerial lifts and other mechanical equipment to safely complete the project.
- d. The contractor may be required to work jointly with other utility companies and to ensure that no delays are caused by his actions.

5. ACCESS TO JOB SITES

It shall be the responsibility of the contractor to obtain permission from the City of Newark if said contractor finds it necessary to enter upon or use in any manner property outside the public right of way.

6. QUALITY OF WORK

All work shall be installed in a first-class, neat and workmanlike manner, by craftsman experienced in the trades and acceptable to Newark's Electrical Director.

Electrical installation shall meet the electrical regulations of the National Electric Safety Code and shall comply with the local codes and laws, including those of the City of Newark. All PPE must be worn as dictated by OSHA and the NESC.

7. UNDERGROUND CABLE RELOCATION SEQUENCE

Contractor to call Miss Utility for mark-out.

All utilities including the City to mark facilities.

- a. The city will switch and de-energize cables if possible.
- b. If the cables cannot be de-energized, the contractor must schedule an outage with the

customers affected. The City will provide a customer list for each outage.

After receiving proper clearance from Miss Utility, the contractor shall excavate the cables and reroute with 30" of cover from top of cable or conduit for primary and 24" of cover from top of cable or conduit for secondary to the new pole.

- a. If existing cables are in conduit, remove and reinstall in new conduit to new pole. Install U-Guard as needed at pole.
- b. If existing cables are direct buried, reroute to new pole and install U-Guard as needed at pole.
- c. If existing cables are in polyduct, reroute in polyduct to new pole and install U-Guard as needed at pole.

If needed, terminate primary cables with terminations provided by the city or reconnect secondary to the transformer or bus line (set screw type connectors must be used at the transformer).

Re-energize the cables or contact the City to switch and re-energize.

8. ADDITIONAL INFORMATION

All aerial road crossings shall be scheduled after hours in coordination with the City and DELDOT.

Adequate expenses shall be included for holding ALL existing poles for adjacent cut and fill for other utilities.

Adequate expenses shall be included for pulling all old poles.

All abandoned anchors shall have anchor rods removed.

Typical minimum spacing between phase wire and neutral is 7 feet. On poles with risers (including DPL owned poles) 10 feet is typical. Light levels have been designed with fixture mounting heights at 25' +/- 3ft. Secondary spool brackets can be installed 1' below the fixture bracket.

Pole grounding is typically installed with #2 copper-weld up to 10 feet then changing to #4 solid copper.

Porcelain insulators, spool brackets, transformers, transformer mounting brackets, 35kv gang switches, 1/0 acsr, 336.4 acsr 397.5 acsr, 1/0 triplex, LED fixtures and streetlight brackets are to be returned as material for reuse.

9. LIST OF UNDERGROUND RISERS

1. 34D13 2-1 PHASE PRIMARY RISERS 1/0 SOL AL 15KV
FEEDS APARTMENTS
2. 34D11 2- 3 PHASE PRIMARY RISERS 1/0 SOL AL 15V
FEEDS SHOPPING CENTER
3. 34D21 SECONDARY 1 PHASE RISER FEEDS FIRE PUMP
BUILDING
4. 34D23 SECONDARY 3 PHASE RISER FEEDS APPLEBEES
5. 34C31 SECONDARY 3 PHASE RISER FEEDS M&T BANK
6. 34C32 1-3 PHASE PRIMARY RISER 1/0 SOL AL 15KV
FEEDS SHOPPING CENTER
7. 34C35 1-3 PHASE PRIMARY RISER 1/0 SOL AL 15KV
FEEDS SHOPPING CENTER, 1 3 PHASE
SECONDARY RISER FEEDS WSFS
- 7A. 34C34 SECONDARY 1 PHASE RISER FEEDS SHOPPING CENTER
SIGN
8. 34B46 1-3 PHASE PRIMARY RISER 1/0 SOL AL 15KV
FEEDS CHARTER SCHOOLS
9. 38A16 2- 3 PHASE PRIMARY RISERS 1/0 SOL AL 15V
FEEDS INTERCHANGE INDUSTRIAL PARK
10. 38A15 SECONDARY 1 PHASE RISER FEEDS TELCO BOX
11. 57G23 SECONDARY 1 PHASE RISER FEEDS COMCAST BOX
12. 57G29 1- 3PHASE PRIMARY RISER 750MCM AL 15KV
SUBSTATION RISER
13. 57G210 1- 3 PHASE PRIMARY RISER 1000MCM AL 35KV
SUBSTATION RISER
14. 57G28 2- 3 PHASE PRIMARY RISERS 1000MCM AL 15KV,
350MCM WIRE SHIELD 15KV, BOTH SUBSTATION
FEEDERS

- | | | |
|-----|-------|--|
| 15. | 57G26 | 2-3 PHASE PRIMARY RISERS, BOTH 1/0 SOL AL 35KV
SUBSTATION FEEDER (PARALLEL) |
| 16. | 57G32 | 1- 3 PHASE PRIMARY RISER 750 MCM AL 15KV
SUBSTATION FEEDER |
| 17. | 57G23 | SECONDARY 1 PHASE RISER FEEDS COMCAST BOX |
| 18. | 57E42 | 2 SECONDARY 1 PHASE RISERS FEEDS STORAGE BLDGS
AND PUMP HOUSE |
| 19. | 57E41 | SECONDARY 3 PHASE RISER FEEDS KIDS SCHOOL |
| 20. | 54E11 | SECONDARY 3 PHASE RISER FEEDS CREDIT UNION |
| 21. | 54C21 | SECONDARY 3 PHASE RISER FEEDS DUNKIN DONUTS
AND LIQUOR STORE |
| 22. | 54C33 | SECONDARY 1 PHASE RISER FEEDS TOBACCO STORE |
| 23 | 54D32 | SECONDARY 1 PHASE RISER FEEDS STREETLIGHT
CIRCUIT |

10. BASIS OF PAYMENT

Payment for the construction and relocation of the electrical lines shall be paid monthly in accordance with the contract.

CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

PAYMENT

1. GENERAL

- A. It is intended that all work shown on the contract drawings and included in the specifications is to be paid for under the items listed in the proposal form. The absence from the proposal form of bid items specifically described in the Standard Specifications or shown on the drawings shall be interpreted as meaning that the cost of such work contemplated by the contract documents shall be included in the prices bid for related items for which quantities have been established.
- B. The contractor shall prepare a written monthly estimate of the total amount of work completed on the contract. For the purpose of arriving at a basis for monthly estimates, the contractor shall submit an invoice for work performed during the preceding month, with a breakdown of the unit prices for the various items included in the proposal.
- C. In accordance with Title 29, Section 6962 of the Delaware Code, the City shall retain five percent (5%) of the funds to be paid to the contractor during the contract until completion and final acceptance of all work by the City.

CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION
PROPOSAL

TO: The Mayor and City Council
 Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder binds himself together with such principal upon award by the Mayor and Council of the City of Newark to furnish labor and equipment for aerial line reconductoring:

Lump sum price: Elkton Road _____

IMPORTANT:

The above lump sum prices shall include all overhead and profit margins and shall not include any paid travel time allowance.

Breakdown of lump sum cost:

Labor and Construction Management \$ _____

Equipment \$ _____

Provide the following costs:

LABOR AND EQUIPMENT	<u>NORMAL</u>	<u>PREMIUM</u>
LEAD LINEMAN		
LINEMAN 1ST CLASS		
LINEMAN 2ND CLASS		
JUNIOR LINEMAN		
BACKHOE OR EQUIPMENT OPERATOR		
GROUNDHAND		
AERIAL LIFT 55' WORKING HEIGHT		
AERIAL LIFT 65' WORKING HEIGHT		
DIGGER DERRICK		
DUMP TRUCK		
PICKUP TRUCK		
BACKHOE		
CABLE TRAILER		
TENSION MACHINE		
POLE TRAILER		
ROPE TRAILER		
CHAIN SAW		
PORTABLE DRILL		
TRUCK MOUNTED ATTENUATOR		
AIR COMPRESSORS		
ARROW BOARD		
MESSAGE BOARD		

TRAFFIC BARRELS AND CONES PER DAY		
SPECIAL SIGNAGE PER DAY		
ROADWAY PLATES		
20 - 35 TON CRANE		
EQUIPMENT TRAILER		
LIGHT TOWER		
EXCEPTIONS:		

VENDOR NAME _____

Earliest date that work can commence: _____

Exceptions:

Date: _____ Bidder/Contractor: _____

BY: _____
Its legally authorized representative

PRINT NAME: _____

TITLE: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

NON-COLLUSION STATEMENT

DATE: _____

City of Newark
Newark, Delaware

Gentlemen:

This is to certify that the undersigned bidder _____
_____ has not,
either directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in
restraint of free competitive bidding in connection with this
proposal submitted to the City of Newark on the _____
day of _____, 2019.

Signature of bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this ____ day of
_____, 2019.

My commission expires _____

Notary Public

LISTING SUBCONTRACTORS - CONTRACT NO. 19-04

Bidder/contractors shall fill in the following listing of subcontractors they intend to use in the performance of the contract work. No subcontractor shall be substituted for any listed below without the written consent of the City. Contractor hereby certifies that he has notified all subcontractors that they are obligated to comply with the provisions of Federal or State laws as they pertain to this project and they must submit evidence of such compliance upon notice of request.

1. Name: _____

Address: _____

Type of Work: _____

2. Name: _____

Address: _____

Type of Work: _____

3. Name: _____

Address: _____

Type of Work: _____

4. Name: _____

Address: _____

Type of Work: _____

Date: _____ Bidder/Contractor: _____

By: _____

Its legally authorized representative

Check: Corporation ____; Partnership ____;
Individual ____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____

CITY OF NEWARK
Delaware

CONTRACT NO. 19-04

FURNISHING LABOR AND EQUIPMENT FOR
AERIAL LINE AND UNDERGROUND CABLE RELOCATION

BOND TO ACCOMPANY PROPOSAL
(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ of the County of _____ and
State of _____, principal, and
_____ of _____ as
surety, legally authorized to do business in the State of
Delaware, are held and firmly bound unto the City of Newark in the
sum of _____ Dollars, to be paid to
said City of Newark for use and benefit of the Mayor and Council
of Newark, for which payment well and truly to be made, we do bind
ourselves, our and each of our heirs, executors, administrators
and successors, jointly and severally, for and in the whole,
firmly by these presents. Sealed with our seal dated the
_____ day of _____ in the year of our Lord, two
thousand and nineteen (2019).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the
above bounded principal _____
who has submitted to said City of Newark, a certain proposal to
enter into a certain Contract No. 19-04, Furnishing Labor and
Equipment for Aerial line and Underground Cable Relocation, and if

said _____ shall well and truly enter into and
executes said

VENDOR NAME _____

contract and furnish therewith such Surety Bond or Bonds as may be
required by the terms of said contract and approved by said City
of Newark, said Contract, and said Bond to be entered into within
ten (10) days after the date of official notice of award thereof
in accordance with the terms of said proposal, then this
obligation to be void, otherwise shall remain in full force and
virtue.

SIGNED AND SEALED IN THE PRESENCE OF WITNESS:

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)